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(Ret.), Trustee of the PG&E Fire Victim Trust
7

8 **UNITED STATES BANKRUPTCY COURT**
9 **NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION**

10 **In re:**

11 **PG&E CORPORATION**

12 **-and-**

13 **PACIFIC GAS AND ELECTRIC**
14 **COMPANY,**

15 **Debtors.**

- 16 ☐ Affects PG&E Corporation
17 ☐ Affects Pacific Gas and Electric Company
18 ☒ Affects both Debtors

19 **All papers shall be filed in the Lead Case,*
20 *No. 19-30088 (DM)*

Bankruptcy Case
No. 19-30088 (DM)

Chapter 11
(Lead Case)
(Jointly Administered)

**DECLARATION OF SARAH
KELLY-KILGORE IN SUPPORT OF
EX PARTE APPLICATION OF THE FIRE
VICTIM TRUSTEE PURSUANT TO
FEDERAL RULE OF BANKRUPTCY
PROCEDURE 2004 FOR ORDER
AUTHORIZING SERVICE OF A
SUBPOENA ON
PRICEWATERHOUSECOOPERS LLP
EMPLOYEE HUGH LE**

[No Hearing Required Per L.B.R. 2004-1(a)]

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1 6. Attached hereto as **Exhibit 2** is a true and correct copy of correspondence from
2 Ashley Baynham to Brian Walsh and Doug Alvarez dated October 20, 2020.

3 7. Attached hereto as **Exhibit 3** is a true and correct copy of correspondence from
4 Brian Walsh to Ashley Baynham dated December 10, 2020. As promised in this correspondence,
5 PwC subsequently produced two presentations “used to track progress on” PG&E’s Electric Asset
6 Excellence program and three presentations “that provide an overview of the” EPC Cross-Cutting
7 program. Those presentations do not bear any PwC branding. Further, PwC made no
8 representations regarding which portions of those presentations, if any, constitute deliverables, and
9 it is not evident from the face of the documents which portions reflect services or advice provided
10 by PwC.

11 8. Attached hereto as **Exhibit 4** is a true and correct copy of correspondence from
12 Wayne Gross to Brian Walsh dated April 30, 2021.

13 9. Attached hereto as **Exhibit 5** is a true and correct copy of correspondence from
14 Brian Walsh to Wayne Gross dated May 7, 2021.

15 10. On May 18, 2021, I participated in a meet-and-confer call with PwC’s counsel,
16 who took the position that no further documents need be produced under the PwC Documents
17 Subpoena. PwC’s counsel insisted that my firm first explain how any contracts or deliverables
18 could be relevant to wildfire safety or otherwise show that any of PwC’s work for PG&E was
19 linked to the cause of either the 2017 North Bay Fires or the 2018 Camp Fire. My colleagues
20 Evan Borges and Wayne Gross also attended that call. While we expressed our disagreement with
21 PwC’s position that the Trustee need establish the relevance of each engagement prior to the
22 production of even the underlying contracts, Mr. Borges, Mr. Gross, and I pointed to Mr. Gross’s
23 letter of April 30, 2021, which sets forth the relevance of PwC’s work in general. We asked
24 PwC’s counsel to commit to making further productions in a reasonable time—as had been
25 requested in my firm’s April 30, 2021 letter—but they would not do so.

26 11. Attached hereto as **Exhibit 6** is a true and correct copy of correspondence from
27 Wayne Gross to Brian Walsh dated May 20, 2021.

1 12. Attached hereto as **Exhibit 7** is a true and correct copy of correspondence from
2 Michael Kibler to Wayne Gross dated May 21, 2021.

3 13. On May 28, 2021, I responded to Mr. Kibler's May 21, 2021 letter. Attached
4 hereto as **Exhibit 8** is a true and correct copy of my May 28 correspondence to Mr. Kibler.

5 14. Later that same day, May 28, 2021, Mr. Kibler sent a letter addressed to Mr. Gross,
6 in which Mr. Kibler mentioned, but did not respond to, my letter from earlier that day.
7 Mr. Kibler's letter promised a response to my letter "in a reasonable amount of time and after
8 we're able to confer with our client." Attached hereto as **Exhibit 9** is a true and correct copy of
9 the correspondence from Michael Kibler to Wayne Gross dated May 28, 2021.

10 15. Two weeks later, after receiving no further response to my May 28, 2021 letter, and
11 no other correspondence from counsel for PwC, I sent the Court's courtroom deputy an email
12 requesting a telephonic conference regarding the Trust's discovery dispute with PwC, and attached
13 my firm's April 30, May 20, and May 28, 2021 letters.

14 16. On June 14, 2021, Matthew Cave sent an email response to my request for a
15 telephonic conference, making lengthy characterizations of our firms' meet-and-confer exchanges
16 and his client's prior productions. (I addressed Mr. Cave's characterizations, which I dispute,
17 during a subsequent call.) Mr. Cave's email also attached PwC counsel's May 7, May 21, and
18 May 28, 2021 letters to my firm.

19 17. On June 15, 2021, the Court directed counsel to continue to meet and confer, and to
20 advise the Court by noon on Monday, June 21, 2021 whether a conference remained necessary.
21 The Court indicated that if the conference remained necessary, it would be scheduled for June 23,
22 2021.

23 18. On June 16, 2021, Michael Kibler wrote a letter to Wayne Gross regarding the
24 Trust's demand for PwC Deliverables relating to the CWSP, PSPS, EPC CC, and GRC. Attached
25 hereto as **Exhibit 10** is a true and correct copy of correspondence from Michael Kibler to Wayne
26 Gross dated June 16, 2021.

27 19. On June 18, 2021, I responded to Mr. Kibler's June 16, 2021 letter, reiterating the
28 Trust's position that PwC was obligated to produce the requested documents, and again citing and

1 describing PG&E documents that show PwC was involved in CWSP and PSPS work prior to the
2 November 2018 Camp Fire. (My firm had previously alluded to such documents in Mr. Gross's
3 April 30, 2021 letter, and specifically cited those documents in our letters of May 20 and May 28,
4 2021.) To facilitate a meaningful discussion, I further proposed a one-week continuance of the
5 discovery conference and an extension of the accompanying deadline. Attached hereto as
6 **Exhibit 11** is a true and correct copy of my correspondence to Michael Kibler dated June 18,
7 2021.

8 20. On June 21, 2021, Michael Kibler responded to my June 18, 2021 letter, agreeing
9 to a one-week extension and requesting that my firm send PwC's counsel the documents cited in
10 my firm's prior correspondence. Attached hereto as **Exhibit 12** is a true and correct copy of
11 correspondence from Michael Kibler to me dated June 21, 2021.

12 21. After receiving Mr. Kibler's June 21, 2021 letter, I contacted counsel for PG&E
13 and requested PG&E's consent to the Trust's sharing of the requested documents with PwC.

14 22. On June 23, 2021, I participated in another meet-and-confer call with PwC's
15 counsel. During this conference, PwC's counsel represented for the first time that the Community
16 Wildfire Safety Program was too broad a program for them to review and produce responsive
17 contracts and deliverables. Further, counsel for PwC represented that their client had expressly
18 told them that PwC's work on PSPS had not begun until after the 2018 Camp Fire. I informed
19 PwC's counsel that I had already requested consent from PG&E's counsel to share documents that
20 showed that PwC's PSPS work started months before the 2018 Camp Fire—documents that
21 PG&E had designated as "Confidential" under the Protective Order entered in this proceeding—
22 and requested that PwC and its counsel sign a form acknowledging and agreeing to be bound by
23 the Protective Order so as to expedite obtaining PG&E's consent.

24 23. During the same June 23, 2021 meet-and-confer call, I reiterated several points
25 made in my letter of June 18, 2021, including that the Trust would seek authorization to serve a
26 new Rule 2004 subpoena for the examination of PwC employee Hugh Le, who was involved in
27 PwC's pre-Camp Fire work on the CWSP and PSPS programs. PwC's counsel stated their
28

1 position that such an examination would be premature. A further meet-and-confer call was
2 scheduled for the afternoon of Friday, June 25, 2021.

3 24. On June 24, 2021, Matthew Cave emailed me to inform me of PwC's position that
4 neither PwC nor its counsel should be required to sign the Protective Order before receiving the
5 documents cited in my firm's prior letters. I responded later that day, noting that I could not
6 release the requested documents to PwC without consent from PG&E, and again requesting that
7 PwC and its counsel execute the acknowledgment and agreement to be bound by the Protective
8 Order.

9 25. On the morning of June 25, 2021, I received consent from PG&E to share certain
10 documents with PwC's counsel. PG&E's counsel requested that I not provide PwC with access to
11 any internal PG&E documents and produced a redacted version of one document to protect the
12 same. That same morning, I provided PwC's counsel with the documents for which I had PG&E's
13 consent.

14 26. Later on June 25, 2021, an hour before our scheduled meet-and-confer call,
15 Matthew Cave responded to my email, stating that he and PwC's other counsel would review the
16 provided documents and discuss them with their client over the weekend. Mr. Cave's email
17 proposed moving our scheduled meet-and-confer call to the morning of Monday, June 28, 2021.

18 27. I responded to Matthew Cave's email, agreeing to move the meet-and-confer call
19 but asking him to respond by the end of the day—June 25, 2021—with answers to long-pending
20 questions from the Trust regarding whether PwC would commit to producing documents relating
21 to PwC's other engagements with PG&E. I did not receive a reply to this email.

22 28. On June 28, 2021, I participated in the rescheduled meet-and-confer call with
23 PwC's counsel. During that call, PwC's counsel stated that they could not yet respond to any of
24 the open issues from my June 18, 2021 letter or my June 25, 2021 email. PwC's counsel
25 represented that they would confer with their client and endeavor to provide a written response by
26 end of day on June 29, 2021.

27 29. Later on June 28, 2021, I emailed Matthew Cave, indicating that I intended to
28 request a brief continuance of the discovery conference then-scheduled for June 30, 2021 in light

1 of his representation that PwC's counsel would endeavor to respond to my June 18, 2021 letter by
2 the end of the day on June 29, 2021. In response to my request to the Court, the discovery
3 conference was continued to July 9, 2021.

4 30. I did not receive any further communication from PwC's counsel by the end of the
5 day on June 29, 2021.

6 31. On June 30, 2021, Matthew Cave sent an email to which he attached his executed
7 acknowledgement and agreement to be bound by the Protective Order. Mr. Cave represented that
8 he and PwC's other counsel had been unable to speak to their PwC contact, but that they would
9 answer the Trustee's "questions as soon as we are able to, and certainly well before the continued
10 discovery conference on July 9."

11 32. As of today, I have not received any such answer to the Trustee's requests for
12 commitments by PwC to produce further documents responsive to the PwC Documents Subpoena.

13 33. On July 6, 2021, three days before the scheduled discovery conference, Matthew
14 Cave sent me an email following up on a prior request for an internal PG&E document, yet giving
15 no indication whether he or PwC's other counsel had discussed any of the Trustee's requests with
16 his PwC contact.

17 34. Later on July 6, 2021, I responded to Mr. Cave's email, indicating that I had
18 already requested PG&E's consent to share internal PG&E documents in light of Mr. Cave's
19 execution of the acknowledgement and agreement to be bound by the Protective Order. I further
20 indicated that, in light of our failure to make any progress on our discovery disputes, counsel for
21 the Trustee intended to move forward with the discovery conference set for July 9, 2021.

22 35. The discovery conference was ultimately continued to July 16, 2021.

23 36. On July 13, 2021, having still received no answer from PwC as to whether it will
24 commit to produce further documents responsive to the PwC Documents Subpoena, I wrote
25 another email to Matthew Cave, requesting a response to my letter of June 18, 2021. I also
26 informed Mr. Cave that PG&E had decided not to provide PwC with access to internal PG&E
27 documents, and that my office is continuing to work with PG&E's counsel to determine whether a
28 redacted version of a particular document might be shared.

1 37. Attached hereto as **Exhibit 13** is a true and correct copy of the email
2 correspondence between me and Matthew Cave from June 18 to July 13, 2021, including the email
3 correspondence described in paragraphs 24 to 27, 29, 31, 33 through 34, and 36 above.

4 Executed on July 13, 2021 at Los Angeles, California.

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/s/ Sarah Kelly-Kilgore
Sarah Kelly-Kilgore

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